

SUBORDINATION OF MORTGAGE LIEN

3-17
11

WHEREAS, THE DETROIT EDISON COMPANY, a New York corporation, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, have acquired a certain Underground Line Permit dated 7-8-66 and recorded 7-22-66 in Liber 4915, Page 276-278, Oakland County Records, described as follows:

The East 1160.0 feet of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 31, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan.

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTERED RECORDS
MAR 27 AM 10 23
John B. Murphy
NOTARY PUBLIC
OF MICHIGAN

AND WHEREAS, the COMMUNITY NATIONAL BANK OF PONTIAC is the mortgagee of a certain mortgage dated 7-2-63 and recorded 7-5-63 in Liber 4448, Page 202, Oakland County Records, Oakland County, Michigan.

NOW THEREFORE, in payment of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, the mortgagee herein for itself, its successors and assigns, agrees that if said mortgage is in default and said land is sold to satisfy same the purchaser or purchasers under such sale shall take said land subject to said Underground Line Permit.

IN WITNESS WHEREOF, these presents have been executed on this 18 th day of March A.D. 1968.

In the Presence of:

Frances A. Greer
Frances A. Greer
Darlène L. Black
Darlène L. Black

COMMUNITY NATIONAL BANK OF PONTIAC
30 North Saginaw, Pontiac, Michigan

By John P. Niggeman
John P. Niggeman, Senior Vice President
By Harvey R. Gammage
Harvey R. Gammage Assistant Cashier

STATE OF Michigan)
COUNTY OF Oakland) SS.

On this 18 th day of March in the year One Thousand Nine Hundred ~~Sixty-eight~~ before me, the subscriber, a Notary Public in and for said County, personally appeared John P. Niggeman and Harvey R. Gammage, to me personally known, who being by me duly sworn did say that they are the Senior Vice President and Assistant Cashier of the Community National Bank of Pontiac, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and John P. Niggeman and Harvey R. Gammage acknowledged said instrument to be their free act and deed of said corporation.

Frances A. Greer
Frances A. Greer
Notary Public, Oakland County,
Michigan

My commission expires November 19, 1971

Prepared by: J. V. Strouse
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO
R. Q. DUKE
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

RECORDED
MAY NO. 21802

3-00
11-11-68

821-AB-925

Project Name:

66 49090

TRAILER-MOBILE HOME

West Highland Trailer Park

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

3-1
1/1

The undersigned, HARRY S. RAKOCY, a single man and ABRAHAM FRIESEN and
~~XXXXXXXXXXXX~~ HELEN FRIESEN, his wife
 hereinafter called "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and
 other valuable considerations, receipt of which is hereby acknowledged, hereby grants
 and conveys to THE DETROIT EDISON COMPANY, a New York corporation, with offices at
 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON",
 and ~~MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass
 Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL",~~ their licensees,
 lessees, successors and assigns, easements for the purpose of providing underground
 electric and communication services, including the necessary underground lines, cables,
 and equipment, and including above ground cable pole(s), and other above ground
 facilities necessary to said underground installations and equipment, in, under, over,
 upon and across land located in the Township of Highland, County of Oakland,
 State of Michigan, described in Appendix "A", which is attached hereto and made a
 part hereof.

EDISON ~~and BELL~~, their employes, agents and contractors, shall have full
 right and authority to enter, at all times, upon said premises for the purpose of
 constructing, reconstructing, repairing, modifying, operating, maintaining and
 removing their lines, cables, cable pole(s), communication facilities, transformer(s),
 secondary service pedestals, meters and other equipment.

These easements are granted subject to the following conditions and restrictions:

1. It is understood and agreed that the title to all primary and secondary
 electric cables, transformer(s), secondary service pedestals, meters, switching equip-
 ment, communication facilities and equipment of ~~either EDISON or BELL~~ situated in or
 on premises of the grantor(s) shall at all times remain in EDISON ~~and BELL~~ and shall
 be deemed to be personal property and shall not be deemed a part of the realty.

2. EDISON ~~and BELL~~, their employes, agents and contractors, shall have
 full right and authority to enter at all times upon said premises for the purpose
 of constructing, reconstructing, repairing, modifying, operating and maintaining
 said electric and communication facilities described above.

Handwritten notes:
 24, 24, 23, 21100
 (1) - 1111
 (1) - 1111

Stamp:
 REGISTERED MAIL
 JUL 22 AM 11 40
 REGISTER OF DEEDS - RECORDS
 4000 W. MICHIGAN

RECORDED FIRST OF MAY NO. 24802

400

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 19th day of July, 1966, before me the subscriber, a Notary Public in and for said County, appeared M. Pease and Lillian J. H. Carroll, to me personally known, who being by me duly sworn did say they are ~~the~~ a Vice President and an Assistant Secretary of THE DETROIT EDISON COMPANY, a New York corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and M. Pease and Lillian J. H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kata
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires: July 9, 1968

STATE OF MICHIGAN)
) SS.
COUNTY OF)

~~On this _____ day of _____, 19____, before me the subscriber, a Notary Public in and for said County, appeared _____ and _____, to me personally known, who being by me duly sworn did say they are the _____ and _____ of MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.~~

Notary Public, _____ County, Michigan

My Commission Expires: _____

PREPARED BY: Eugene W. Bronski
2000 Second Avenue
Detroit, Michigan, 48226

1967 NOV 10 PM 3 44
DAN AND REBECCA MICHIGAN
REGISTERED
BUS RECORDS
RECORDED
INDEXED
CLERK REGISTER OF DEEDS
PROCEEDING FILED OF WAY TO 59812

RETURN TO: HAROLD J. PINALES
2000 SECOND AVENUE - RM. 226
DETROIT, MICHIGAN 48226

3. No excavations (except for public utility purposes), no structures, trees, large shrubs, apparatus of any kind or changes of grade shall be allowed within three (3') feet to either side of the utility lines and equipment. Further EDISON ~~or BELL~~ shall have the right, without incurring any liability to the GRANTOR(s) for so doing, to trim or remove any trees, bushes, plants or roots of any kind which, in their sole opinion interferes with their facilities or is necessary for the installation, re-installation, repair, operation, modification or removal of their facilities hereinabove described.

4. No shrubs or foliage shall be permitted on GRANTOR's property within five (5') feet of the front door of transformer enclosure(s), nor shall shrubs or foliage be permitted within five (5') feet of EDISON's secondary service pedestals.

5. The GRANTOR and subsequent owners shall own, maintain, install and replace, at their own expense, all of their service conductors for the distribution of electricity lying between the location of each trailer site and the location of EDISON's transformer(s) or secondary service pedestals.

6. The purpose and intent of this Grant is to convey to EDISON ~~and BELL~~, right of way, in, under, upon, over and across the above described property sufficient, in the opinion of the utilities, to provide the property with electric service, and further, to provide communication service to each trailer site and buildings now or in the future located thereon.

7. ~~BELL reserves the right to cross said property with its communication facilities to serve adjoining property and beyond.~~

8. The foregoing easements, restrictions and covenants shall run with the land and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto and shall not be subject to termination without the consent of the utilities herein concerned.

9. Enforcement may be by civil proceeding against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

10. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, GRANTOR(s) (has) (have) set (its) (their) hand(s) and seal(s) on this 8TH day of JULY, 19 66.

RECORDED RIGHT OF WAY NO. 21882-2

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

November 7, 1967

Mr. Harry S. Rakocy
432 Genesee
River Rouge, Michigan

Re: West Highland Trailer Park

Dear Mr. Rakocy:

Enclosed is a copy of the "as installed" drawing which reflects the underground electric and communication facilities for the above project.

Please substitute this drawing for the drawing now attached to your copy of the Agreement for said project.

Very truly yours,

EWB

Eugene W. Bronski
Staff Attorney

EWB:lhd
enclosure

RECORDS CENTER	
RECEIVED	DEC 8 1967
ENCLOSURE	
CLASSIFIED	

RECORDED RIGHT OF WAY NO. 24802

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

July 20, 1966

Mr. Harry S. Rakocy
432 Genessee
River Rouge, Michigan

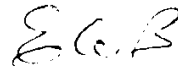
Re: West Highland Trailer Park

Dear Mr. Rakocy:

Enclosed is a fully executed copy of the Agreement for electric underground services.

This copy may be retained for your permanent records.

Very truly yours,



Eugene W. Bronski
Staff Attorney

EWB:lmh

Enclosure

RECORDED LIST OF PAY NO. 25804

In the Presence of:

Signing as Fee Holders

Bartlett B. Smith
Bartlett B. Smith

Abraham Friesen
Abraham Friesen

Frances M. Smith
Frances M. Smith

Helen Friesen
Helen Friesen
of 2760 Hickory Ridge Road
Highland, Michigan

Signing as Land Contract Vendee

Lucille Cadzow
Lucille Cadzow

Harry S. Rakocy
Harry S. Rakocy
432 Genesee
River Rouge, Michigan

Luella Ogilvie
Luella Ogilvie

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 6th day of July A.D. 1966, before me, the
subscriber, a Notary Public in and for said County, personally appeared ABRAHAM FRIESEN
and HELEN FRIESEN, his wife, known to me to be the persons who executed the foregoing
instrument and acknowledged the same to be their free act and deed.

Frances M. Smith
Frances M. Smith
Notary Public, Oakland County, Michigan

My Commission expires: May 25, 1969

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 8th day of July A.D. 1966, before me, the
subscriber, a Notary Public in and for said County, personally appeared HARRY S.
RAKOCY, a single man, known to me to be the person who executed the foregoing instru-
ment and acknowledged the same to be his free act and deed.

Luella Ogilvie
Luella Ogilvie
Notary Public, Wayne County, Michigan

My Commission expires: July 30th, 1968

"APPENDIX A"

The East 1160.0 feet of the South 1/2 of the Northeast 1/4
of Southeast 1/4 of Section 31, Town 3 North, Range 7 East,
Highland Township, Oakland County, Michigan.

PREPARED BY: Eugene W. Bronski
2000 Second Avenue, Detroit, Michigan, 48226

RETURN TO: HAROLD J. PINALES
2000 SECOND AVENUE - RM. 226
DETROIT, MICHIGAN 48226

NOTARY PUBLIC

AGREEMENT

1/2

THIS AGREEMENT, made this 19th day of July, 1966,
 by and between HARRY S. RAKOCY 67 76085
 whose address is 432 Genesee, River Rouge, Michigan,
 hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York
 corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred
 to as "EDISON", and ~~MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of~~
~~1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL,"~~

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing a trailer park to be
 known as West Highland Trailer Park on land in the Township of Highland,
 County of Oakland, State of Michigan, as described in Appendix "A",
 which is attached hereto and made a part hereof, and

WHEREAS, DEVELOPER has submitted the plan of said Trailer park
 to EDISON ~~and BELL~~ and desires that EDISON ~~and BELL~~ install their lines underground,
 except necessary cable pole(s) for communications, and single phase, 120/240 volt,
 three wire, 60 cycle service to serve said Trailer Park in easements
 six feet in width identified on The Detroit Edison Company Drawing No. OU2-3-1721
 but the location of which shall be shown on revised drawing "as installed" which
 shall be attached hereto and made a part hereof subsequent to installation and prior
 to recording.

NOW, THEREFORE, in consideration of the mutual promises and covenants
 herein made between DEVELOPER and EDISON and BELL, it is hereby agreed as follows:

DEVELOPER AGREES:

I

1. To furnish ~~joint~~ rights-of-way satisfactory in form to EDISON ~~and~~
~~BELL~~ for the installation of their underground lines for the transmission and
 distribution of their electric and communication facilities.

2. To grade said rights-of-way to finished grade in accordance with
 local governmental regulations prior to installation of underground lines so that
 utility facilities can be properly installed in relation to finished grade. The
 grade established for the land at the time the utilities place their facilities
 in the easements shall be considered finished grade.

3. To place survey stakes before and after trenching to properly indicate
 perimeter property lines, trailer lots, and the route of EDISON ~~and BELL's~~ distribution
 lines.

RECORDED PUBLIC CLERK'S OFFICE NO. 48112

900

4. Sewer, water, gas and petroleum lines may cross EDISON and BELL lines but may not be installed in the trenches jointly used by EDISON and BELL for their respective electric and communication facilities.

5. To remove, at DEVELOPER's expense, all trees, shrubbery, roots or obstructions which may be necessary or required for installation of electric and communication lines in the trenches provided to the utilities, and to trench and backfill for joint use facilities and EDISON's facilities at DEVELOPER's expense in accordance with separate letter agreement between EDISON and DEVELOPER. Location of trenches in the above described property to be in accordance with the drawings of the utilities. The backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines.

6. To pay all extra costs incurred by utilities if paving is done before cables or conduits are emplaced.

7. To furnish, own, install and maintain, at DEVELOPER's expense, all lines for the distribution of electricity from EDISON's transformer(s) or secondary service pedestal(s) to the location of each trailer lot.

8. To own, furnish, install, and maintain on each _____ lot a 120/240 volt meter pedestal of a type approved by EDISON, and
~~To provide adequate cabinet space on said pedestal for a terminating facility of a type and at a location approved by BELL.~~

9. Notwithstanding the fact that the DEVELOPER is the owner of certain of the facilities required for the furnishing of electricity to the occupants of each trailer lot, the DEVELOPER further covenants and agrees that EDISON may at all times and without interference, use the facilities of said DEVELOPER for the purpose of furnishing electricity to the occupants of each trailer lot.

10. To prevent shrubs or foliage growing within five (5') feet of the front door of transformer(s) and within five (5') feet of EDISON's secondary service pedestals.

11. DEVELOPER warrants to EDISON ~~and BELL~~ that the use of the premises for a trailer park is a lawful use of said land and shall not be in violation of any statute, ordinance, rule or regulation of any governmental agency having jurisdiction. In the event that DEVELOPER is prohibited from using said trailer park by any governmental authority having jurisdiction.

~~In the event that DEVELOPER is prohibited from using said~~

~~by any governmental agency having jurisdiction~~ DEVELOPER covenants and agrees to reimburse EDISON ~~and BELL~~ for all loss and damage caused by reason of the installations and removal of their facilities installed pursuant to this Agreement.

Reimbursement to EDISON ~~or BELL~~ therefor shall be made by DEVELOPER forthwith upon receipt from EDISON ~~or BELL~~ of a statement therefor.

12. It is expressly understood and agreed that in the event of the failure of DEVELOPER to perform each and every obligation imposed hereby, EDISON ~~or BELL~~ shall not be required to furnish said trailer park with electric or communication services and may, without liability on their part, or either of them, terminate this Agreement as to their individual service.

II. UTILITIES AGREE:

1. EDISON shall own, furnish, install and maintain, at its own expense, the transformer(s), secondary service pedestal(s), switching equipment, sweeps for customer service cables from the transformer(s) or secondary service pedestal(s), high voltage primary cables, EDISON's secondary cables located between the transformer(s) and EDISON's secondary service pedestal(s), meter enclosures for DEVELOPER's meter pedestals, and any conduit deemed necessary therefor by EDISON and located in said trailer park.

2. EDISON shall meter and bill each trailer occupant individually, except for lots used for transient occupancy which are separately metered and shall be billed to DEVELOPER at the standard rates established by the Michigan Public Service Commission.

3. ~~BELL will furnish, install, own and maintain, at its own expense, (except costs and expenses set forth above), its communication facilities installed in the land described herein.~~

This Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 9th day of July, 1966.

RECORDED
INDEXED
JUL 11 1966
MICHIGAN PUBLIC SERVICE COMMISSION

In the Presence of:

Lucille Cadzow
LUCILLE CADZOW

Harry S. Rakocy
Harry S. Rakocy

Luella Ogilvie
LUELLA OGILVIE

THE DETROIT EDISON COMPANY,
a New York corporation

Eugene W. Brinski
EUGENE W. BRINSKI

By: M. Pease
M. PEASE
VICE PRESIDENT
By: Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

Irene C. Kata
IRENE C. KATA

MICHIGAN BELL TELEPHONE COMPANY,
a Michigan corporation

By: _____

By: _____

"APPENDIX A"

The East 1160.0 feet of the South 1/2 of the Northeast 1/4
of Southeast 1/4 of Section 31, Town 3 North, Range 7 East,
Highland Township, Oakland County, Michigan.

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 8TH day of JULY A.D. 1966, before me, the
subscriber, a Notary Public in and for said County, personally appeared HARRY S.
RAKOCY, known to me to be the person who executed the foregoing instrument and
acknowledged the same to be his free act and deed.

Luella Ogilvie
LUELLA OGILVIE
Notary Public, WAYNE County, Michigan

My Commission expires: JULY 30, 1968

RECORDED & INDEXED
JUL 11 1966
CLERK OF COURT